

**Exhibit E**

**Kobre Pool Retention Agreement (Including Form Kobre Employee Engagement Letter)**

# KOBRE & KIM

201 SOUTH BISCAYNE BOULEVARD, SUITE 1900  
MIAMI, FLORIDA 33131  
WWW.KOBREKIM.COM  
TEL +1 305 967 6100

**STRICTLY CONFIDENTIAL**

June 1, 2022

**BY EMAIL**

TerraForm Labs  
c/o Chris Amani  
amani@terra.money

Re: **Pool Counsel & Employee Assistance Retention Agreement**

Dear Mr. Amani:

Thank you for inquiring about the availability of Kobre & Kim LLP (“**Kobre & Kim**”, “**we**”, “**us**” or “**our**”) to represent and advise certain current and former employees of TerraForm Labs (“**The Company**”) in connection with the matter described below. This letter agreement (the “**Agreement**”) confirms the scope and terms of our Engagement.

## **1. The Engagement**

### **(a) Appointment of Kobre & Kim**

The Company is currently planning for the potential that some of its employees and former employees will require individual representation in civil or regulatory proceedings related to U.S. Terra and Luna. In order to avoid duplication of costs and other efficiencies, the Company will offer certain employees and former employees the opportunity to retain Kobre & Kim should the need for individual counsel arise. In the meantime, if requested by the Company, Kobre & Kim agrees to speak on an attorney-client privileged basis with individual employees (or groups of employees) regarding the circumstances under which potential future engagement may be warranted for such individuals and to otherwise explain the services that Kobre & Kim provides. In this capacity, Kobre & Kim shall not be acting as counsel to TerraForm Labs or to any individual who has not yet executed an Employee Engagement Letter.

Should the need for counsel arise for any individual employee or former employee, Kobre & Kim will agree to represent such employees upon their request (“**Clients**”), so long as no conflicts of interest prevent such engagement. Clients will execute an Employee Engagement

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Letter (See Appendix B), approved by the Company, wherein the Company agrees to indemnify and advance legal fees on behalf of the individual Client.

Kobre & Kim is not being retained for any other purpose.

## **2. Fees**

In return for our work set forth above, the Company will pay Kobre & Kim for its services on an hourly basis at our standard hourly rates, including for time spent communicating with employees, former employees, the Company or the Company's counsel prior to the execution of any individual Employee Engagement Letter. Our hourly rates are set forth in the attached Appendix A.

The billing rates of our lawyers are adjusted periodically, and we will inform you of changes in our periodic invoices.

All legal fees are earned and due when the work is performed, and expenses are to be reimbursed as incurred by us.

The Company has agreed to deposit into our attorney escrow account the amount of US \$150,000, inclusive of a 5.0% allowance for disbursements as a retainer for our services. The amount of the retainer may vary depending on the tasks to be performed.

The retainer funds will be held by Kobre & Kim in escrow and will be drawn to fund our ongoing time and disbursement charges upon issuance of the related invoice without further authorization. We may decline any request to make a payment from the retainer that is unrelated to the underlying matter. Upon completion of the Engagement, any excess retainer amounts will be returned.

Since the Company will be advancing Clients' legal fees and expenses for this matter, we note that such an arrangement is entirely proper provided that the relationship between the Company and Kobre & Kim honors the fact that we will be representing Clients' personal interests and not those of the Company. Notice by the Company of its intent to stop advancing fees and expenses for any part of the Engagement shall be effective 30 days after it is provided in writing.

The Company agrees to treat all legal fees and expenses as earned and due when the work is performed, and expenses are incurred.

## **3. Disbursements**

### **(a) Administrative charge in lieu of ordinary disbursements**

Each invoice will include an administrative fee of 5% in lieu of charging for routine disbursements (such as fees for legal research services, telecommunications, non-bulk photocopying, out-of-hours work expenses). Please note that extraordinary disbursements (such as expert witness fees, court filing fees, large printing or photocopying jobs, court reporter fees,

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special database usage, and travel expenses) will be invoiced separately and in addition to the routine administrative fee upon advanced approval by the Company.

**(b) Advancement of extraordinary fees and expenses**

The Company will also remit funds to pay for any expenses associated with third parties involved in our representation of Clients, if any. The Company will also be responsible for costs associated with foreign exchange.

**4. Incorporation of our Standard Terms of Engagement**

The Standard Terms of Engagement set forth in the attached Appendix A are incorporated herein and form an integral part of this Agreement.

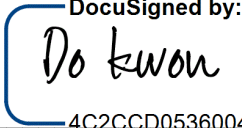
**5. Choice of Law**

This Agreement and all matters arising out of, or relating to, this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

\* \* \*

Please sign below to acknowledge your receipt of this letter and return the same to us. We look forward to working with you.

Very truly yours,

Signature:  4C2CCD053600400...

KOBRE & KIM LLP

Name: Kwon Do Hyeong

Title: Chief Executive Officer

Authorized to Enter into this Agreement on Behalf of Terraform Labs

Date: 6/17/2022

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**APPENDIX A**

**KOBRE & KIM LLP**

**STANDARD TERMS OF ENGAGEMENT**

The following terms apply to the Engagement.

**1. Client and Engagement Scope**

Our client in this matter is solely the Client identified in one or more executed Employee Engagement Letters. We do not represent, and do not have an attorney-client relationship with the Company, nor any of the Company's current or future parents, subsidiaries, shareholders, members, partners, directors, venturers, or other affiliates or constituents, solely on account of the Engagement.

The Engagement scope is limited to the role described in section 1(a) of the Agreement, and Kobre & Kim is not acting in any other capacity or role or for any other party. In addition, Kobre & Kim being listed as counsel of record on a particular court case does not mean we generally represent a Client on matters relating to the subject matter of the case.

**2. Nature of Our Advice**

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of actions or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be considered as promises or guaranties. Any opinions expressed by Kobre & Kim concerning out-of-scope matters that may arise in the course of this Engagement do not constitute independent legal advice regarding those out-of-scope matters. You should not rely on our advice and should consult other counsel concerning these matters. By signing this Agreement, you acknowledge that you have had an opportunity to consult with other counsel.

**3. Conflicts of Interest**

Without your consent, we will not represent any other party in a manner that would create an ethical conflict of interest under applicable professional rules. You will have our loyalty with respect to this Engagement. However, you acknowledge that Kobre & Kim shall owe no duties or obligations to the Company to avoid conflicts of interest with the Company, some of which may arise between the Company and the interests of one or more employees who become our clients.

Kobre & Kim also represents many other clients, and some of these other clients may be your direct competitors or otherwise may have interests that are contrary to your commercial interests. By signing this Agreement you agree that we may act for such other clients and we may act on matters in which you may have a commercial interest. This of course does not enable us to act in a situation with an actual ethical conflict of interest under applicable professional rules.

It is possible that during the time we carry out this Engagement, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to take on such matters for all of our clients. Accordingly, by entering into this Agreement you consent in advance, on your behalf and on behalf of your affiliates, to our current role or acceptance of future matters (including litigation matters) adverse to the Company or any of its affiliates, and not to assert a conflict of interest, or to preclude, challenge or otherwise disqualify Kobre & Kim from such matters, provided that those matters are not substantially related to the work we are doing for you.

Thus, for example, you agree that we would be able to take a new lawsuit or transactional matter for one of our current or future clients that is adverse to the Company so long as the adverse matter is not substantially related

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to the work we are doing for you. This consent also includes being adverse to your interests in any bankruptcy, regulatory, administrative, legislative, or rulemaking proceeding.

In addition, by entering into this Agreement you agree that if we represent you in a matter across from another person or entity, we may represent such other person or entity on matters not substantially related to our work for you.

You should feel completely free to consult other counsel concerning these matters. By signing the Agreement, you acknowledge that you have had an opportunity to consult with other counsel.

#### **4. Hourly Rates**

Our fees for this Engagement will be based upon the hourly billing rates assigned to the individuals performing the services. Our lawyers who we currently expect may work on this matter charge US \$875 to US \$1,450 per hour.<sup>1</sup> Our non-lawyer professionals charge US \$375 to US \$875 per hour. Up to eight hours per day of travel time may be charged.

#### **5. Disbursements**

Although we may at times coordinate payments from funds held for this Engagement to third parties who provide services in relation to this Engagement, it is within Kobre & Kim's discretion to make such payments and the Company will reimburse and indemnify us relating to such payments made. Unless otherwise agreed in writing, the Company is ultimately responsible for any and all payments to third parties, including vendors or legal services providers.

#### **6. Terms of Payment**

Our invoices are due upon receipt.

All questions regarding our invoices will be raised at the time of receipt, when we are best placed to clarify the nature of work being done. We will continue to consider the invoice unimpaired in all other respects, including applicable payment terms.

The Company is obligated to pay our fees and other charges. The issue of payments or reimbursements from insurance carriers or other third parties is a matter solely between the Company and such third party and in no way affects any obligation to pay our fees and expenses when due, in accordance with the terms of the letter. Kobre & Kim is not responsible for reporting this matter to any insurance company or for the submission to any insurer of its invoices. However, upon request, Kobre & Kim will submit invoices to insurance companies as a courtesy. To the extent that we communicate with an insurance company regarding coverage issues, the Company understands that we are not acting as coverage counsel. To the extent that the Company requires an attorney specialized in coverage issues, it will need to engage separate counsel, as these services do not fall within the terms and scope of this Engagement.

**All amounts in this Agreement are stated to be exclusive of VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the services provided and the payor is responsible for the payment of such taxes.**

Payment may be paid either by sending a check, by wire transfer or EFT to the coordinates on our invoices. If paying by check, please send to the below lock-box addresses:

**REGULAR MAIL**  
KOBRE & KIM, LLP

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<sup>1</sup> Certain of our lawyers charge up to US \$1,900 per hour for highly specialized work. However, based on the scope of services currently envisaged, we do not presently expect such work to be necessary. We note that future services might require the same, and will endeavor to communicate about budgets and rates throughout our engagement.

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Mail Code: 6679  
P. O. Box 7247  
Philadelphia, PA 19170-6679

**OVERNIGHT MAIL**

First Data / Remitco  
400 White Clay Center Drive  
Attn: Kobre & Kim LLP / Lockbox #6679  
Newark, DE 19711

All amounts due to us will be paid in United States dollars, unless otherwise directed by us.

**7. Termination and Automatic Termination**

The Company or Kobre & Kim may terminate our representation at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility.

The Company understands that we may withdraw from representing any Client (in the context of our representation of Company employees), at our sole discretion. Some, but not all of the reasons for withdrawal include, any required retainer is not funded in accordance with the terms of the Agreement, a Client breaches any of its obligations under the Agreement, or a Client fails to cooperate in our efforts to represent Client's interests.

Unless previously terminated, this Engagement will terminate upon the earlier of: our sending our final statement for services rendered, or the conclusion of our providing the agreed services under the Agreement, as applicable.

This Engagement will automatically terminate and will be administratively closed if a period of six months passes without invoicing, with the date of termination falling on the last day of the month containing a time entry invoiced for payment. No final invoice will issue as the last invoice received by you will serve in this manner.

Upon termination, Kobre & Kim has no continuing obligation to communicate with the Company or to advise any Client or apprise either of future factual or legal developments, unless required by applicable law, rules or court order.

**8. Client File and Record Retention Policy**

In the course of the Engagement, we will maintain a file in which we may place materials relevant to the matter. Items in this file may be your property and, upon completion of the Engagement, these items will be available to be taken by you. We will be entitled to make copies if we choose. After conclusion of the Engagement, we will store the file for seven years. If you do not take possession of the items in the file during this seven-year storage period, we may dispose of the file. Documents containing our attorney work product, internal communications, mental impressions or notes and draft documents will remain our property and are not part of the file. In addition, electronic documents such as email and documents prepared on our word-processing system (excluding printed copies), and databases remain our property and are not part of the file. We may implement and enact reasonable retention policies for these electronic documents and we have discretion to delete them.

**9. Indemnity**

The Company will indemnify and hold harmless Kobre & Kim and its partners, affiliates, principals, associates and employees (collectively, the "**Indemnified Persons**") from and against any claims, damages, liabilities, losses or costs, from third parties, arising from, or relating to this Engagement including any representation of a Company employee, and will advance and reimburse each Indemnified Person for all expenses (including fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, or defending any

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action, claim, suit, investigation or proceeding arising from or related to the Engagement, whether pending or threatened and whether or not any Indemnified Person is a party.

#### **10. Arbitration**

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the American Arbitration Association in New York in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The Company hereby irrevocably submits to the jurisdiction of the American Arbitration Association, and to the jurisdiction of any court in which we may seek to enforce an arbitral award relating to this Agreement.

**NOTICE TO FLORIDA RESIDENTS:** This Agreement contains provisions requiring arbitration of fee disputes. Before you sign this Agreement you should consider consulting with another lawyer about the advisability of making an Agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into Agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

**NOTICE TO NEW YORK RESIDENTS:** If a dispute arises between us with respect to our fees, the Company may have a right to have such a dispute arbitrated pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, provided that, among other things, the amount in dispute is not greater than US \$50,000. Please note that this is not an arbitration clause but rather a court-mandated notice about the availability of optional arbitration.

#### **11. Limitations on Claims**

**You agree that any and all claims by you arising with respect to or relating to this Engagement must be commenced within one year following the date on which the Engagement is terminated.**

Kobre & Kim will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits or opportunity costs).

#### **12. Internal Attorney-Client Privilege**

Please be aware that Kobre & Kim has internal counsel that may advise our lawyers regarding their ethical, professional and legal duties. You acknowledge that any such consultation is protected by our own attorney-client privilege, and you waive any right to discovery of those communications. Should circumstances arise in which Kobre & Kim faces a conflict of interest with respect to or by virtue of these communications, you agree to waive that conflict. You also agree that such communications are property of the firm and are not part of the client file.

#### **13. Confidentiality**

We will not disclose any confidential information of yours to any other client (not jointly represented with you), even where that information might have some bearing on their interests. Likewise, we will not disclose to you the confidences of any other client (not jointly represented with you), even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

The terms of this Agreement are confidential and will not, except as required by law, be disclosed by Client or us to any third party without the consent of the other.



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We reserve the right to disclose your files to: (a) regulatory bodies in the exercise of their powers to meet legal and regulatory compliance requirements; (b) our auditors; (c) our professional indemnity insurers/underwriters and to provide information to our insurance brokers in relation to these communications with insurers/underwriters; (d) law firms and other third party professionals as required to enable us to enforce our rights, or to advise us on our commercial, regulatory or legal position, in connection with the Engagement.

You acknowledge that, under certain limited circumstances, we may be legally obliged to disclose information that the Client provides to us, including evidence. Since Kobre & Kim is not acting as counsel to the Company, please note that information provided to Kobre & Kim may not be shielded under attorney-client or work product privilege doctrines commonly understood to protect information from disclosure.

#### **14. Data Privacy**

Kobre & Kim will take steps to ensure that any personal data transferred is treated in accordance with our privacy policy. This privacy policy was last reviewed and updated December 8, 2020 and can be accessed at this URL: <https://www.kobrekim.com/privacy>.

#### **15. Errors and Omissions Insurance**

**NOTICE TO CALIFORNIA RESIDENTS:** Kobre & Kim advises you that we maintain errors and omissions insurance coverage applicable to the services to be rendered.

#### **16. Severability**

If any term or provision of the Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such determination shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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**APPENDIX B**

**KOBRE & KIM LLP**

**TERRAFORM LABS SAMPLE EMPLOYEE ENGAGEMENT LETTER**

**STRICTLY CONFIDENTIAL**

June 1, 2022

**BY EMAIL**

TerraForm Labs

**Re: Pool Counsel & Employee Assistance Retention Agreement**

Dear [*name*]:

Thank you for choosing Kobre & Kim LLP (“**Kobre & Kim**”, “**we**”, “**us**” or “**our**”) to represent and advise you. Kobre & Kim is acting as counsel to you in [**insert the scope as to an individual representation**].

The terms of the attached TerraForm Labs Employee Engagement Letter Standard Terms are incorporated herein and form an integral part of this Agreement. Fees and expenses of this engagement are being covered by TerraForm Labs, with whom Kobre & Kim has a separate agreement to be reimbursed. You acknowledge and accept that Kobre & Kim may withdraw from representing you if the Company stops advancing fees and expenses on terms satisfactory to us.

This Agreement and all matters arising out of, or relating to, this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

\*

\*

\*

Please sign below to confirm our retention in this matter and return the same to us. We look forward to working with you.

Very truly yours,

**KOBRE & KIM LLP**

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Employee's

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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### **APPENDIX C**

#### **KOBRE & KIM LLP**

#### **TERRAFORM LABS EMPLOYEE SAMPLE ENGAGEMENT LETTER STANDARD TERMS**

##### **1. Client and Engagement Scope**

Our client in this matter is solely the Client identified in the executed Employee Engagement Letter. We do not represent, and do not have an attorney-client relationship with the Company, nor any of the Company's current or future parents, subsidiaries, shareholders, members, partners, directors, venturers, or other affiliates or constituents, solely on account of the Engagement.

The Engagement scope is limited to the scope in the above Employee Engagement Letter, and Kobre & Kim is not acting in any other capacity or role or for any other party besides Client and other employees of the Company. In addition, Kobre & Kim being listed as counsel of record on a particular court case does not mean we generally represent a Client on matters relating to the subject matter of the case.

Unless specifically requested, Kobre & Kim is not advising on the running of limitations periods.

Client acknowledges that this Engagement will not commence until we deem that we have obtained all relevant legal permissions, if any, to represent the Client, except to the extent we have been engaged to prepare and file such application(s).

##### **2. Nature of Our Advice**

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of actions or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be considered as promises or guaranties. Any opinions expressed by Kobre & Kim concerning out-of-scope matters that may arise in the course of this Engagement do not constitute independent legal advice regarding those out-of-scope matters. You should not rely on our advice and should consult other counsel concerning these matters. By signing this Agreement and/or the Employee Engagement Letter, you acknowledge that you have had an opportunity to consult with other counsel.

##### **3. Conflicts of Interest**

To allow us to conduct a conflicts check, you represent to us that you have identified to us all persons and entities that are or may become involved in the matter, including all such persons or entities that are affiliated with you. You will promptly notify us of any conflict or potential conflict of interest between Jointly Represented Clients or a change of circumstances effecting such a conflict.

Without your consent, we will not represent any other party in a manner that would create an ethical conflict of interest under applicable professional rules. You will have our loyalty with respect to this Engagement.

Kobre & Kim represents many other clients, and some of these other clients may be your direct competitors or otherwise may have interests that are contrary to your commercial interests. By signing this Agreement you agree that we may act for such other clients and we may act on matters in which you may have a commercial interest. This of course does not enable us to act in a situation with an actual ethical conflict of interest under applicable professional rules.

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#### **4. Joint Representation**

##### **(a) Agreement regarding conflicts**

Kobre & Kim may jointly represent various employees of TerraForm Labs (the “**Jointly Represented Clients**”) in the Engagement. Accordingly:

(i) We may, but are not obligated to, communicate to Clients information concerning another Jointly Represented Client; we may share one Client’s information with other Jointly Represented Clients unless instructed in writing not to do so;

(ii) Each Client will promptly notify us of any conflict or potential conflict of interest between Jointly Represented Clients or a change of circumstances effecting such a conflict;

(iv) We may withdraw from representing any of the Jointly Represented Clients, or from any aspect of the Engagement, if we deem it necessary;

(v) Each Client is completely free to consult other counsel concerning the appropriateness of joint representation, and by signing the Employee Engagement Letter, acknowledges that they have had an opportunity to consult with other counsel and been made aware of the potential for conflicts among jointly represented parties;

(vii) By signing the Employee Engagement Letter, each Client waives any potential conflict of interest and agrees to our continued representation of other Jointly Represented Clients in the event a conflict of interest arises in the future; and

(viii) Kobre & Kim may share each Client’s name with TerraForm Employees as part of our conflict clearance process. We plan to provide and update from time to time the list of TerraForm Employees who are our clients and Clients will inform us of any conflict or potential conflict of interest.

##### **(b) Case management**

Kobre & Kim will follow the individual instructions of each Jointly Represented Client as it pertains to that Jointly Represented Client. We will not be required to act on behalf of all Jointly Represented Clients under a group decision-making process, unless agreed with the Jointly Represented Clients.

#### **5. Termination and Automatic Termination**

Client or Kobre & Kim may terminate the attorney-client relationship at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility.

Client understands that we may withdraw from representing you in this matter, at our sole discretion. Some, but not all of the reasons for withdrawal include, any required retainer is not funded in accordance with the terms of the Agreement, Client breaches any of its obligations under the Agreement, or Client fails to cooperate in our efforts to represent Client’s interests.

Unless previously terminated, this Engagement will terminate upon the earlier of: our sending our final statement for services rendered, or the conclusion of our providing the agreed services under the Agreement, as applicable.

This engagement will automatically terminate and will be administratively closed if a period of six months passes without invoicing, with the date of termination falling on the last day of the month containing a time entry invoiced for payment. No final invoice will issue as the last invoice received by you will serve in this manner.

Upon termination, Kobre & Kim has no continuing obligation to advise the Client on the Engagement or on future factual or legal developments regarding the Engagement, unless required by applicable law, rules or court order.

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## 6. Client File and Record Retention Policy

In the course of the Engagement, we will maintain a client file in which we may place materials relevant to the matter. Items in this file may be your property and, upon completion of the Engagement, these items will be available to be taken by you. We will be entitled to make copies if we choose. After conclusion of the Engagement, we will store the client file for seven years. If you do not take possession of the items in the client file during this seven-year storage period, we may dispose of the file. Documents containing our attorney work product, internal communications, mental impressions or notes and draft documents will remain our property and are not part of the client file. In addition, electronic documents such as email and documents prepared on our word-processing system (excluding printed copies), and databases remain our property and are not part of the client file. We may implement and enact reasonable retention policies for these electronic documents, and we have discretion to delete them.

## 7. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the American Arbitration Association in New York in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Client hereby irrevocably submits to the jurisdiction of the American Arbitration Association, and to the jurisdiction of any court in which we may seek to enforce an arbitral award relating to this Agreement.

**NOTICE TO FLORIDA RESIDENTS:** This Agreement contains provisions requiring arbitration of fee disputes. Before you sign this Agreement you should consider consulting with another lawyer about the advisability of making an Agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into Agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

**NOTICE TO NEW YORK RESIDENTS:** If a dispute arises between us with respect to our fees, Client may have a right to have such a dispute arbitrated pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, provided that, among other things, the amount in dispute is not greater than US \$50,000. Please note that this is not an arbitration clause but rather a court-mandated notice about the availability of optional arbitration.

## 8. Limitations on Claims

**You agree that any and all claims by you arising with respect to or relating to this Engagement must be commenced within one year following the date on which the Engagement is terminated.**

Kobre & Kim will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits or opportunity costs).

## 9. Internal Attorney-Client Privilege

Please be aware that Kobre & Kim has internal counsel that may advise our lawyers regarding their ethical, professional and legal duties. You acknowledge that any such consultation is protected by our own attorney-client privilege, and you waive any right to discovery of those communications. Should circumstances arise in which Kobre & Kim faces a conflict of interest with respect to or by virtue of these communications, you agree to waive that conflict. You also agree that such communications are property of the firm and are not part of the client file.

## 10. Confidentiality

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We will not disclose any confidential information of yours to any other client (not jointly represented with you), even where that information might have some bearing on their interests. Likewise, we will not disclose to you the confidences of any other client (not jointly represented with you), even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

The terms of this Agreement are confidential and will not, except as required by law, be disclosed by Client or us to any third party without the consent of the other. Where the fact of our representation of Client is a matter of public record, we agree that Client or Kobre & Kim shall be permitted to inform third parties of the representation.

We reserve the right to disclose your files to: (a) regulatory bodies in the exercise of their powers to meet legal and regulatory compliance requirements; (b) our auditors; (c) our professional indemnity insurers/underwriters and to provide information to our insurance brokers in relation to these communications with insurers/underwriters; (d) law firms and other third party professionals as required to enable us to enforce our rights, or to advise us on our commercial, regulatory or legal position, in connection with the Engagement.

Client acknowledges that, under certain limited circumstances, we may be legally obliged to disclose information that the Client provides to us, including evidence.

#### **11. Data Privacy**

Kobre & Kim will take steps to ensure that any personal data transferred is treated in accordance with our privacy policy. This privacy policy was last reviewed and updated December 8, 2020 and can be accessed at this URL: <https://www.kobrekim.com/privacy>.

#### **12. Errors and Omissions Insurance**

**NOTICE TO CALIFORNIA RESIDENTS:** Kobre & Kim advises you that we maintain errors and omissions insurance coverage applicable to the services to be rendered.

#### **13. Severability**

If any term or provision of the Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such determination shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.